

498901

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City Clerk  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Building Permit for  
7239 Indiana Ave.  
Riverside, California

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

DEC 15 1993

Recorded in Official Records  
of Riverside County, California  
W. J. [Signature] Recorder  
Fees \$ [Signature]

COVENANT AND AGREEMENT  
FOR MUTUAL ACCESS AND PARKING

THIS COVENANT AND AGREEMENT is made and entered into  
this 10th day of December, 1993, by INDIANA AVENUE PROP-  
ERTIES, a California General Partnership, hereinafter referred to  
as "Declarant", with reference to the following facts:

A. Declarant is the fee owner of the  
four parcels of real property, hereinafter collectively  
referred to as the "Property", located in the City of  
Riverside, County of Riverside, State of California, de-  
scribed as follows:

PARCEL 1:

THAT PORTION OF LOT 16 IN BLOCK 20 OF THE LANDS OF W.T. SAYWARD  
AND S.C.EVANS, AS SHOWN BY MAP ON FILE IN BOOK 3 PAGE 2 OF MAPS.  
RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOL-  
LWS:

BEGINNING ON THE NORTHERLY LINE OF INDIANA AVENUE, AT A POINT  
SOUTH 56 DEGREES WEST 660.00 FEET FROM THE MOST EASTERLY CORNER  
OF SAID LOT 16:  
THENCE NORTH 33 DEGREES 38' 21" WEST 160.46 FEET, TO THE MOST  
SOUTHERLY CORNER OF THAT CERTAIN PORTION CONVEYED TO THE STATE OF  
CALIFORNIA BY DEED RECORDED DECEMBER 22, 1955 IN BOOK 1837 PAGE  
366 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTH 56 DEGREES 26' 30" EAST ALONG THE SOUTHEASTERLY LINE  
OF SAID PARCEL CONVEYED TO THE STATE OF CALIFORNIA, 115.38 FEET,  
TO THE MOST WESTERLY CORNER OF THAT CERTAIN PARCEL CONVEYED TO  
ERVIN D. CANADA, ET AL, BY DEED RECORDED JUNE 10, 1985 AS INSTRU-

2/1/93

MENT NO. 124429 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

THENCE SOUTH 33 DEGREES, 37' 35" EAST, ALONG THE SOUTHWESTERLY LINE OF LAST SAID PARCEL, 160.30 FEET, TO THE MOST SOUTHERLY CORNER THEREOF, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 16;

THENCE SOUTH 56 DEGREES 21' 45" WEST ALONG SAID SOUTHEASTERLY LINE 115.34 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED DECEMBER 5, 1986, AS INSTRUMENT NO. 310110 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF LOT 16 IN BLOCK 20 OF THE LANDS OF W.T. SAYWARD AND S.C. EVANS, AS SHOWN BY MAP ON FILE IN BOOK 3 PAGE 2 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF INDIANA AVENUE, AT A POINT SOUTH 56 DEGREES 00' 00" WEST 660.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 16;

THENCE NORTH 33 DEGREES 38' 21" WEST 160.46 FEET, TO THE MOST EASTERLY CORNER OF THAT CERTAIN PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JANUARY 4, 1956 IN BOOK 1842, PAGE 243 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 56 DEGREES 26' 30" WEST 99.86 FEET, TO THE SOUTHWESTERLY LINE OF THAT PARCEL CONVEYED TO LAURENCE P. PHILLIPS AND WIFE BY DEED RECORDED JULY 21, 1952 IN BOOK 1389, PAGE 374 OF OFFICIAL RECORDS:

THENCE SOUTH 33 DEGREES 36' 43" EAST, ON THE SOUTHEASTERLY LINE OF SAID PARCEL, 160.00 FEET, TO THE NORTHERLY LINE OF INDIANA AVENUE:

THENCE NORTH 56 DEGREES 00' 00" EAST ON THE NORTHERLY LINE OF INDIANA AVE. 99.00 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF RIVERSIDE BY DOCUMENT RECORDED DECEMBER 4, 1981 AS INSTRUMENT NO. 225702 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Parcel 3

THAT PORTION OF LOT 16 IN BLOCK 20 OF THE LANDS OF W.T. SAYWARD AND S.C. EVANS, AS SHOWN BY MAP ON FILE IN BOOK 3 PAGE 2 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF INDIANA AVENUE SOUTH 56 DEGREES 00' WEST, 759 FEET FROM THE EASTERLY CORNER OF SAID LOT 16, SAID MOST EASTERLY CORNER BEING THE INTERSECTION OF THE NORTHERLY LINE OF INDIANA AVENUE AND THE WESTERLY LINE OF WASHINGTON STREET;

THENCE NORTH 33 DEGREES 36' 43" WEST 160.00 FEET;

THENCE SOUTH 56 DEGREES 26' 30" WEST, 106.81 FEET TO THE NORTHEASTERLY LINE OF A CERTAIN PARCEL OF PROPERTY CONVEYED TO

ROBERT L. ATKISSON AND WIFE BY DEED FILED FOR RECORDS SEPTEMBER 15, 1948 AS INSTRUMENT NO. 1550. RECORDS OF RIVERSIDE COUNTY CALIFORNIA:

THENCE SOUTH 34 DEGREES EAST ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SO CONVEYED TO ATKISSON 160.60 FEET TO THE NORTHWESTERLY LINE OF INDIANA AVENUE:

THENCE NORTH 56 DEGREES 26' 30" ALONG THE NORTHWESTERLY LINE OF INDIANA AVENUE, 106.81 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED DECEMBER 5, 1986, AS INSTRUMENT NO. 310109 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4

THAT PORTION OF LOT 16, BLOCK 20, LANDS OF W.T. SAYWARD AND S.C. EVANS, AS SHOWN BY MAP ON FILE IN BOOK 3, PAGE 2 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF INDIANA AVENUE AND MADISON STREET, AS SHOWN BY MAP THEREOF ABOVE MENTIONED:

THENCE NORTH 56 DEGREES 0' EAST, 1,692.8 FEET:

THENCE NORTH 34 DEGREES 0' WEST, 40 FEET TO THE NORTHERLY LINE OF INDIANA AVENUE, THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

THENCE NORTH 34 DEGREES 0' WEST, 314 FEET TO LAND CONVEYED TO NORPIS:

THENCE NORTH 56 DEGREES 0' EAST, 125.33 FEET:

THENCE SOUTH 34 DEGREES 0' EAST, 314 FEET TO THE NORTHERLY LINE OF INDIANA AVENUE:

THENCE SOUTH 56 DEGREES 0' WEST, 125.33 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DOCUMENT RECORDED MARCH 1, 1955 IN BOOK 1700 PAGE 246 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF RIVERSIDE BY DEED RECORDED OCTOBER 2, 1992, BY INSTRUMENT NO. 374031 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Said parcels are hereinafter referred to as "Parcel 1", "Parcel 2", "Parcel 3" and "Parcel 4" respectively.

B. Parcel 1, Parcel 2, Parcel 3 and Parcel 4 are adjoining parcels located on Indiana Avenue. Parcel 1 bears the street address of 7191 Indiana Avenue. Parcel 2 bears the street address of 7207 Indiana Avenue. Parcel 3 bears the street address of 7223 Indiana Avenue and Parcel 4 bears the street address of 7239 Indiana Avenue. Parcel 1, Parcel 2 and Parcel 3 are developed and being used collectively as a recreational vehicle and sales center. Declarant desires to construct a new service and sales building on Parcel 4.

C. As part of the approval process to construct the new service and sales building, certain plans were submitted

DESCRIPTION APPROVAL 12/10/93  
 K. G. Strand  
 SURVEYOR, CITY OF RIVERSIDE by \_\_\_\_\_

to the City of Riverside in Design Review Case DR-009-923. As a condition of approval of the plans by the City of Riverside, Declarant is required to either provide a mutual access and parking agreement or to consolidate all the parcels under a parcel map waiver.

As a condition of approval of the mutual access and parking agreement, such agreement must provide no less than 10 parking spaces which will be available on Parcels 1, 2, and 3 for the use and benefit of Parcel 4.

D. Declarant intends by this document to comply with the conditions imposed by the City of Riverside for the issuance of a building permit for the service and sales and building to be constructed at 7239 Indiana Avenue and to impose upon the Property mutually beneficial restrictions, conditions, covenants and agreements for the benefit of the Property and the improvements constructed or to be constructed thereon and the future owners of each of the parcels and for the same purpose to reserve and grant easements over portions of the Property.

NOW, THEREFORE, Declarant hereby declares that the above described Property will be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part hereof, in accordance with the plan for the improvement of the Property, and to comply with conditions imposed by the City of Riverside for the development of the Property. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns and all parties having or acquiring any right, title or interest in or to any part of the Property. Any conveyance, transfer, sale, assignment, lease or sublease made by Declarant of a parcel of the Property shall be and hereby is deemed to incorporate by reference all of the provisions of this Covenant and Agreement, including, but not limited to, all the covenants, conditions restrictions, limitations, equitable servitudes and agreements contained herein.

1. Nonexclusive easements for vehicular and pedestrian ingress and egress and vehicular parking are hereby established over, along and across Parcel 1, Parcel 2, Parcel 3 and Parcel 4, excluding those portions of each parcel developed or which will be developed in the future with buildings or other structures constructed, erected and installed pursuant to building permits issued by the City of Riverside, for the use and benefit of and as an easement appurtenant to each of the other parcels. Therefore, Parcel 1 is burdened with the hereinabove described ease-

ments for the use and benefit of Parcels 2, 3, and 4; Parcel 2 is burdened with the hereinabove described easements for the use and benefit of Parcels 1, 3 and 4; Parcel 3 is burdened with the hereinabove described easements for the use and benefit of Parcels 1, 2 and 4; and Parcel 4 is burdened with the hereinabove described easements for the use and benefit of Parcels 1, 2 and 3. The building areas excluded from the easement areas shall also include any landscaped areas or other open space or recreational areas as may be delineated in the improvement plans approved by the City of Riverside.

2. Parcel 4 does not have on site a sufficient number of parking spaces to meet the requirements of the existing zoning regulations of the City of Riverside; and Declarant needs to provide an additional ten (10) parking spaces within three hundred (300) feet of Parcel 4 to meet the City of Riverside's parking requirements for the use of Parcel 4. Parcel 1, Parcel 2 and Parcel 3 now has sufficient on-site parking spaces in excess to the number required to meet the minimum requirements of the zoning regulations of the City of Riverside for their use; and Declarant desires to provide the additional 10 parking spaces on said Parcels 1, 2 and 3. Therefore, Parcel 1, Parcel 2 and Parcel 3 shall continue to maintain at least 10 parking spaces for the use and benefit of Parcel 4.

3. Nothing contained hereinabove shall limit the ability of the Declarant to establish driveways, walkways, gutters and parking spaces on the easement areas. Each easement area described above shall be maintained by the owner of the burdened parcel in accordance with the standards of the City of Riverside for parking lots and driveways and in a good, usable and safe condition at all times.

4. In the event either Parcel 1, Parcel 2, Parcel 3 or Parcel 4 is conveyed, sold or leased or the ownership is otherwise changed, Declarant shall grant and reserve, as appropriate, the easements above established to maintain appropriate traffic circulation to the public street for all parcels and to allow Parcel 4 the use and benefit of not less than 10 parking spaces located on Parcels 1, 2 or 3.

5. No walls, fences or barriers of any kind shall be constructed or maintained on the easement areas, or any portion of the easement areas by Declarant or by any owner or tenant of the burdened parcel which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the parcels of the Property; provided, however, reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas on the Property are not closed or blocked. The only exception to this provision shall be for incidental encroachments upon the easement areas which may occur as a result of the use of ladders, scaffoldings, barricades

and similar facilities resulting in temporary obstruction of the easement areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction or maintenance work being expeditiously pursued.

6. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the easement areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this document shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make use whatsoever of the easement areas (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is solely by permission and subject to the control of Declarant or any owner of a parcel of the Property if other than Declarant. Notwithstanding any other provisions herein to the contrary, Declarant or its successors and assigns may periodically restrict ingress or egress from the easement areas in order to prevent a prescriptive easement from arising by reason or continued public use. Any restriction on ingress or egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have a minimum effect on the use of the easement areas for the purposes herein stated.

7. This Covenant and Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership of the parcels of the Property described herein, or any parts thereof, is vested in one party or entity.

8. Any person who now or hereafter owns or acquires any right, title or interest in or to any parcel of the Property shall be deemed (a) to have consented and agreed to every covenant, condition, restriction and easement contained herein; and (b) to have been granted or be subject to each of the applicable easements described hereinabove, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

9. All of the provisions contained herein are made for the direct, mutual and reciprocal benefit of each parcel of the Property and create mutual, equitable servitudes upon each parcel as the servient tenement in favor of the other parcel as the dominant tenement and create reciprocal rights and obligations among the respective owners of all of the parcels, and privity of contract and estate among all grantees of the parcels of the Property, their successors and assigns in interest. In addition, each of the provisions hereof shall operate as covenants running with the land for the benefit of the Property and each parcel thereof and shall inure to the benefit of the owners thereof, their successors and assigns in interest, and shall apply to and bind each successive owner of a parcel, their successors and assigns in interest.

10. The terms of this Covenant and Agreement may be en-

forced by the City of Riverside. Should the City of Riverside bring an action to enforce any of the terms of this Covenant and Agreement, the prevailing party shall be entitled to court costs, including reasonable attorneys' fees.

11. Subject to the prior written approval of the City of Riverside, this Covenant and Agreement, and any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof, upon the written consent of all of the owners of the Property. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the City of Riverside. The consent of the City of Riverside shall not be withheld in the event the uses of the Property are changed and the easements established herein are no longer required for each parcel of the Property.

IN WITNESS WHEREOF Declarant has caused this Covenant and Agreement to be duly executed the day and year first above written.

INDIANA AVENUE PROPERTIES, a  
California General Partnership

A. C. Nejedly  
A. C. Nejedly, a General Partner

Sam Harmatz  
Sam Harmatz, a General Partner

Christina Hodowski  
Christina Hodowski, a General  
Partner

Approved as to Content

Richard E. Hartman, SR. PWR.  
Planning Department

Approved as to Form

Barbara [Signature]  
Assistant City Attorney

GENERAL ACKNOWLEDGEMENT

State of California }  
County of Riverside } ss

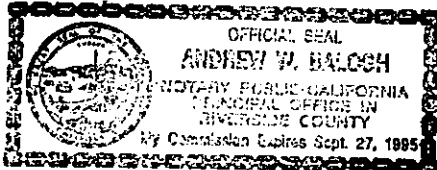
On 12-10-93, before me ANDREW W. BALOGH  
(date) (name)

a Notary Public in and for said State, personally appeared

A. C. NEJEDLY

Names) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Andrew W. Balogh*  
Signature

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)

Title \_\_\_\_\_

Title \_\_\_\_\_

- ( ) Guardian/Conservator
- ( ) Individual(s)
- ( ) Trustee(s)
- ( ) Other

- (X) Partner(s)
- (X) General
- ( ) Limited

The party(ies) executing this document is/are representing:  
INDIANA AVENUE PROPERTIES,  
a California General  
Partnership



GENERAL ACKNOWLEDGEMENT

State of California }  
County of Los Angeles } ss

On 11 DECEMBER 1993, before me CHARLES E. ROATH  
(date) (name)

a Notary Public in and for said State, personally appeared

SAM HARMATZ AND CRISTINA HODOWSKI

Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Charles E. Roath  
Signature

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CAPACITY CLAIMED BY SIGNER

- ( ) Attorney-in-fact
- ( ) Corporate Officer(s)

Title \_\_\_\_\_

Title \_\_\_\_\_

- ( ) Guardian/Conservator
- ( ) Individual(s)
- ( ) Trustee(s)
- ( ) Other

- Partner(s)
- General
- ( ) Limited

The party(ies) executing this document is/are representing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_